

AGREEMENT, entered into this 7<sup>th</sup> day of May, in  
THREE  
the year Nineteen hundred and seventy-two, (1973), by and  
between:

TOWNSHIP OF JEFFERSON, a Municipal  
Corporation of the State of New Jersey,  
with offices at the Municipal Building, Minnisink  
Road, Lake Hopatcong, N.J., 07849.

(hereinafter called the "Employer") and

JEFFERSON TOWNSHIP POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 190, with its principal  
office, c/o James Leach, Box 67, Lake  
Hopatcong, N.J., 07849.

(hereinafter called the PBA)

#### W I T N E S S E T H

The Township of Jefferson (employer) and the Jefferson Township  
Policemen's Benevolent Association, Local 190 (PBA) have mutually  
agreed to extend a certain agreement entered into on February 10,  
1972 (original agreement), until December 31, 1974. The entire  
original agreement will remain in full force and effect, except  
those sections hereinafter specifically amended. Neither party  
has the option to renegotiate any part of the original agreement  
or this amendment for the year 1974.

#### AMENDMENTS

Section 7 - Schedule "A" (salary and wage scale) is amended to  
read as follows:

<u>Step</u>	<u>Ptl.</u>	<u>Sgt.</u>	<u>Lt.</u>	<u>Capt.</u>
1	\$9,000.	\$13,125.	\$14,175.	\$15,225.
2	9,450.			
3	9,975.			
4	10,605.			
5	11,235.			
6	11,865.			

The below listed personnel shall be paid in accordance with the  
above stated guide for the years 1973 and 1974 as follows:

		<u>1973</u>	<u>1974</u>
Capt. Harry Rague	Captain	Step 1	Step 1
Capt. Robert Mosedale	Captain	Step 1	Step 1
Lt. Joseph Marra	Lieutenant	Step 1	Step 1
Sgt. Wesley Ross	Sergeant	Step 1	Step 1
Sgt. Henry Merz	Sergeant	Step 1	Step 1
Sgt. Ted Romanosky	Sergeant	Step 1	Step 1
Sgt. Frank Distasi	Sergeant	Step 1	Step 1
Sgt. William Hine	Sergeant	Step 1	Step 1

Sgt. Kenneth Wilsusen	Sergeant	Step 1	Step 1
Ptl. Martin Kowal	Patrolman	Step 6	Step 6
Ptl. Frank Gerndt	Patrolman	Step 6	Step 6
Ptl. Michael Thomas	Patrolman	Step 6	Step 6
Ptl. James Leach	Patrolman	Step 6	Step 6
Ptl. Henry Porcja	Patrolman	Step 6	Step 6
Ptl. David Dunn	Patrolman	Step 5	Step 6
Ptl. Richard Floyd	Patrolman	Step 4	Step 5
Ptl. Albert Stearn	Patrolman	Step 4	Step 5
Ptl. Richard Sedgeiman	Patrolman	Step 3	Step 4
Ptl. William Mc Conley	Patrolman	Step 3	Step 4
Ptl. Henry Boonstra	Patrolman	Step 2	Step 3
Ptl. Richard Whray	Patrolman	Step 2	Step 3
Ptl. Paul Hart	Patrolman	Step 3	Step 4
Ptl. George Stamer	Patrolman	Step 3	Step 4

B. Any officer appointed during the term of this agreement will be placed in step 1 of the above stated guide. This excludes officers appointed under the special provisions of paragraph E of this amendment.

The entire above stated guide will be adjusted for the year 1974 on a percentage basis equivalent to the "Federal Cost of Living Index" as computed by the Bureau of Labor Statistics for the New York Metropolitan area. If the cost of living index increases more than 7% for 1973, 7% will be the maximum increase to the salary and wage scale for 1974.

C. Any officer appointed to the position of Detective will receive additional compensation of \$700.00 per annum payable bi-annually, in June and December. Detectives shall not receive overtime or call-out time.

D. Any patrolman's length of service shall be based upon his anniversary date of employment. Any officers above the rank of patrolman, the length of service shall be based upon his anniversary date of the promotion for promotional purposes only. Longevity shall be based upon the anniversary date of employment for all officers. Those officers employed or promoted prior to July 1 of any year shall be deemed employed or promoted the preceding January 1st. Those officers employed or promoted subsequent to July 1st shall be deemed employed or promoted the subsequent January 1st.

E. If, at any time, a police applicant has a minimum of two (2) years prior police experience, the Chief of Police at his discretion, may place the applicant in the herein stated guide no further than the third (3rd) step, with the approval of the Mayor.

F. Section 11 of the original agreement entered into the 10th day of February, 1972, is amended for the years 1973 and 1974 as follows:

For the year 1973, in addition to base pay, the employer agrees to pay longevity starting after 4 years service at 2% and increased 1/2% each year until a maximum of 6% total longevity is reached by each officer. For the year 1974, the maximum total longevity payable to any officer will be 7%.

Longevity shall be based on each officer's base annual wage, as stated in Section 1, Schedule A (amended for 1973 and 1974) and Section 13 of the original agreement.

G. It is agreed by the employer and the PBA that all promotions to a higher rank shall be made within the Division of Police as it exists at the time of said vacancy.

H. An agreement covering personnel policy procedures mutually acceptable to the PBA and the Employer will be negotiated by the PBA and the Administrator immediately upon execution of this amendment or as soon thereafter as mutually acceptable.

IN WITNESS WHEREOF, the parties hereby covenant and agree to be bound by this instrument and have hereunto set their hands and seals

this 2<sup>nd</sup> day of May, 1973.

ATTEST:

James N. Gable  
James Gable, Clerk of the  
Township Council

THE TOWNSHIP OF JEFFERSON

Ralph M. Atkinson  
Ralph M. Atkinson, Mayor

Alvin O. Cumeson  
Alvin O. Cumeson, Pres.  
Township Council

Thomas Grady  
Thomas Grady, Administrator

FOR THE POLICEMEN'S BENEFICIAL  
ASSOCIATION LOCAL 190:  
Ptl. Albert Stearn  
Ptl. Albert Stearn, Pres. Local 190

Lt. Joseph Marpa  
Lt. Joseph Marpa

Ptl. James Leach  
Ptl. James Leach

Sgt. William R. Hine  
Sgt. William Hine

WITNESSED BY: Jane Ceter

AGREEMENT, entered into this 10<sup>TH</sup> day of  
Feb., in the year Nineteen hundred and seventy-two,  
( ), by and between:

TOWNSHIP OF JEFFERSON, a Municipal Corporation of the State of New Jersey, with offices at Municipal Building, Minnisink Road, Lake Hopatcong, New Jersey, 07849,

(Hereinafter called the "Employer") and

JEFFERSON TOWNSHIP POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 190, with its principal office, C/O James Leach, Box 67, Lake Hopatcong, New Jersey, 07849,

(Hereinafter called the PBA)

#### W I T N E S S E T H

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968, the Employer and PBA have met and negotiated the terms and conditions of the employment of the police officers for the fiscal years 1972 and 1973.

WHEREAS, both the Employer and the PBA believe in the soundness of principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement respecting the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained it is mutually agreed by and between the parties as follows:

SECTION 1. RECOGNITION. The Employer agrees to

recognize and deal with the PBA through its respective appointed negotiators as the exclusive representative of all Police Officers in the Township of Jefferson excepting the department head (Police Chief).

SECTION 2. COVERAGE. It is intended that this agreement shall cover all matters pertaining to wages, hours, and working conditions concerning the Jefferson Township Police Department.

SECTION 3. WORK WEEK AND OVERTIME.

A) The work week shall begin on Monday morning at 12:01 A.M. and end on the following Sunday evening at 12:00 P.M. The regular hours of work shall be eight hours per day, forty hours per week from Monday through Sunday inclusive.

B) Time and one-half shall be paid for all hours worked in excess of eight in any work day. In the event an officer works more than five regular work days during any work week, time and one-half shall be paid for all hours worked in excess of forty during said work week. Anyone above the rank of Sergeant shall not receive overtime pay.

C) The Employer will pay straight time for any time spent by any police officer in the Superior or County Court, of the officer shall have the option of receiving compensatory time off, subject to the approval of the Chief of Police.

D) The Employer will pay a minimum of two hours pay for the first two hours or any part thereof and one hours pay for each hour or part thereafter when an officer is called to work other than his normally scheduled working hours, at the rate of time and one-half.

E) A log book will be provided at police headquarters for the purpose of logging all overtime in excess of eight hours in any work day. Any such excess hours shall be recorded in the log book and initialled by either a superior officer or the desk officer, and approved by the Chief of Police.

SECTION 4. HOLIDAYS. The following eleven days shall

be designated holidays:

New Year's Day	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

SECTION 5. VACATIONS. Vacations are to be in effect from January First to December Thirty-first and are granted on a calendar year basis. Police officers shall be entitled to vacations as follows:

For the Year 1972:

1 through 10 years service ..... 12 days  
11 through 20 years service ..... 18 days

For the Year 1973:

1 through 5 years service ..... 12 days  
6 through 10 years service ..... 15 days  
11 through 15 years service ..... 18 days  
16 through 20 years service ..... 22 days  
Over 20 years service .... Add 1 day for each  
year over 20

SECTION 6. SICK LEAVE. Sick leave shall be granted in accordance with New Jersey State Civil Service regulations.

SECTION 7. SALARIES AND WAGES. All salaries and wages shall be paid periodically in accordance with New Jersey State Civil Service regulations as set forth in Schedule A attached hereto and made a part hereof.

SECTION 8. POLICE SCHOOLS. Any Police Officer that is directed to attend a police school by the Chief of Police during time which would normally be time off will receive compensation at straight time or compensatory time off, subject to the approval of the Chief of Police.

(a) Any expenses incurred attending said schools will

be paid for by the Employer to include mileage for use of personal vehicles, meals, clothing and equipment.

SECTION 9. CLOTHING AND MAINTENANCE ALLOWANCES. Each Police Officer shall be entitled to an allotment of \$300.00 per annum for the purchase of police uniforms, police equipment, and \$200.00 of said allotment shall not be payable directly to the Police Officer, but will be maintained in an account to be administered by the Chief of Police for direct payment to any supplier authorized by the Chief of Police. \$100.00 of said allotment shall be paid directly to the officer in two \$50.00 payments, payable January First and July First for maintenance of uniforms and equipment.

(A) Employer agrees to replace any uniform, clothing or equipment damaged in the line of duty without charging same to officer's clothing allowance.

SECTION 10. COMPENSATION UPON PROMOTION. Any Police Officer promoted to a higher rank, or the position of Detective, will receive compensation at the higher rate of pay from the date of appointment.

SECTION 11. LONGEVITY. In addition to base pay, the Employer agrees to pay longevity starting at the fourth year, at 2% and increased  $\frac{1}{2}\%$  each year until a maximum of \$800.00 total longevity is reached by each officer. Longevity shall be based on each officer's base annual wage. For the purposes of payment only, longevity compensation shall be paid in a lump sum for the entire year on or before December 15 of any year.

SECTION 12. TRAVELLING EXPENSES. If, at any time, a Police Officer shall be required to use his personal vehicle for police business the Employer agrees to compensate said officer at the rate of 10¢ per mile. In addition, a police officer shall be entitled to reimbursement of a maximum of \$4.00 for any meal the officer is required to pay for out of personal funds. This section pertains to all duties excepting

transportation to and from police headquarters and meals during normal working hours in the Township of Jefferson.

SECTION 13. COLLEGE CREDITS. There is hereby established an educational program for the Police Department of the Township wherein for the successful completion of approved job-related courses, each participating policeman shall be awarded \$17.00 per credit hour. Proper certifications concerning the completion and passage of said approved courses shall be on file with the Township Council by February First of each year. At that time each year the Township Council by Resolution shall set forth the monetary amounts earned during the previous year. No consideration shall be given for less than 12 credit hours or for more than 72 credit hours.

(a) For the purpose of payment, compensation for college credits, successfully completed, will be paid on a pro-rated basis each pay period as stated in Section 7.

(b) For the purposes of computation of overtime, longevity, and other compensations, the compensation for college credits will be considered part of the officer's base pay.

SECTION 14. HOSPITALIZATION. Employer agrees to provide a medical health insurance plan equal to Blue Cross-Blue Shield of New Jersey with Rider "J". benefits plus a major medical insurance plan equal to that now in force for officers and their dependants.

SECTION 15. DISABILITY. The Employer agrees to pay any officer disabled in the line of duty his full pay until said officer is able to return to work or is retired on disability.

(a) While any officer is receiving temporary disability benefits and full pay from the Employer, he will make compensation to the Employer in the amount of temporary disability benefits received.

(b) An officer will not be required to compensate the Employer for any permanent disability benefits received.

SECTION 16. BENEFITS AFTER DISABILITY RETIREMENT AND BENEFITS TO WIDOWS AND DEPENDANTS. Any

Police Officer forced to retire due to a disability incurred in the line of duty, shall be entitled to hospitalization benefits in accordance with the standard policy in effect for other police officers for himself, his wife, and dependants.

(a) Upon an Officer's death in the line of duty, his widow shall continue to receive hospitalization coverage in accordance with the policy in effect for other officers until her death or such time as she remarries.

(b) Upon an Officer's death, all other dependants shall continue to receive benefits until their 18th birthday. If defendant is deemed to be physically or mentally disabled, the hospitalization coverage, as is in effect for other officers, shall continue until his death.

SECTION 17. HOSPITALIZATION AFTER RETIREMENT. If any officer retires because of age or length of service, he will have the option of continuing coverage of hospitalization insurance benefits as provided for other Police Officers if he reimburses the Employer for premiums incurred in advance on a quarter-year basis.

SECTION 18. TERM OF AGREEMENT. This agreement shall take effect and be retroactive to January 1, 1972, and shall remain in full force and effect until midnight, December 31, 1973, and thereafter from year to year unless either party shall give notice in writing sixty (60) days in advance of the expiration date of this agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid sixty (60) day notice is given. Thereafter the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this section.

(a) It is agreed and understood that this agreement

## SECTION 7 - SCHEDULE A

## SALARY AND WAGE SCALE

<u>Steps</u>	<u>Patrolman</u>	<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
1	\$ 8,450.	\$11,235.	\$ 12,358.	\$13,482.
2	8,935.	11,516.	12,640.	13,763.
3	9,420.	11,797.	12,920.	14,044.
4	9,905.	12,078.		
5	10,390.			
6	10,898.			

A) The below listed personnel shall be paid in accordance with the above stated guide as follows:

Captain Harry Rague	-Captain	-Step 3
Captain Robert Mosedale	-Captain	" 3
Lieutenant Joseph Marra	-Lieutenant	" 3
Sergeant Wesley Ross	-Sergeant	" 4
Sergeant Henry Merz	-Sergeant	" 4
Sergeant Ted Romanosky	-Sergeant	" 4
Sergeant Frank Distasi	-Sergeant	" 4
Sergeant William Hine	-Sergeant	" 3
Sergeant Kenneth Wilsusen	-Sergeant	" 2
Patrolman Martin Kowal	-Patrolman	" 6
Patrolman Frank Gerndt	-Patrolman	" 6
Patrolman Michael Thomas	-Patrolman	" 6
Patrolman James Leach	-Patrolman	" 6
Patrolman Henry Procja	-Patrolman	" 6
Patrolman David Dunn	-Patrolman	" 4
Patrolman Richard Floyd	-Patrolman	" 3
Patrolman Albert Stearn	-Patrolman	" 3
Patrolman Richard Sedgemen	-Patrolman	" 2
Patrolman William McConley	-Patrolman	" 2
Patrolman Henry Boonstra	-Patrolman	" 1
Patrolman Richard Whray	-Patrolman	" 1

B) Any officer appointed during the term of this agreement will receive a pay of \$8,000.00 per annum during his probationary period of six months or until completion of a basic police training course as provided by the New Jersey Police Training Commission, whichever comes first.

C) Any officer appointed to the position of Detective will receive additional compensation of \$700.00 per annum payable bi-annually, in June and December. Detectives shall not receive overtime or call out time.

D) Any patrolman's length of service shall be based upon his anniversary date of employment. Any officers above the rank of Patrolman, the length of service shall be based upon his anniversary date of the promotion for promotional purposes

only. Longevity shall be based upon the anniversary date of employment for all officers.

Those officers employed or promoted prior to July First of any year shall be deemed employed or promoted the preceding January First. Those officers employed or promoted subsequent to July First shall be deemed employed or promoted the subsequent January First.

E) If, at any time, a police applicant has prior police experience, the Chief of Police, at his discretion, may place the applicant in the herein stated guide no further than the second (2nd) step, with the approval of the Mayor.

In witness whereof the parties hereby covenant and agree to be bound by this instrument and have hereunto set their hands and seals this 10<sup>th</sup> day of FEB , 1972.

ATTEST:

THE TOWNSHIP OF JEFFERSON

Amelia D. Abriola  
Amelia D. Abriola, Clerk

Ralph M. Atkinson  
Ralph M. Atkinson, Mayor

J. Grexa  
John Grexa, Administrator

James J. Opeken  
James J. Opeken, Council President  
Township Council

Richard E. Dunney

Horace Chamberlain, Jr.

Joseph Florio

Alvin O. Gunneson

For the POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL #190

Ptl. James Leach  
Ptl. James Leach, President Local #190

Lt. Joseph Marna

Kenneth F. Wilsusen  
Det. Sgt. Kenneth F. Wilsusen

WITNESSED BY:

Robert E. Opedale